

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFLICTION HOLDINGS, LLC		08/16/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	333 South Grand Avenue, Suite 4150		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	3983854	COMBAT ELITE	
Registration Number:	3261176	DENIM KILLERS	
Registration Number:	3165243	ARCHAIC	
Registration Number:	3109069	AFFLICTION	
Registration Number:	3903066		
Registration Number:	3773491	AFFLICTION	
Registration Number:	3706917	AFFLICTION	
Registration Number:	3906589	AFFLICTION LIVE FAST	
Registration Number:	3888936	AFFLICTION LIVE FAST	
Registration Number:	3784810	AFFLICTION	
Registration Number:	3862258		
Registration Number:	3915077	AFFLICTION	
Registration Number:	3784805	AFFLICTION	
Registration Number:	3790247	AFFLICTION	

TRADEMARK

900201907

REEL: 004621 FRAME: 0340

CH \$1340.00 3983854

Registration Number:	3784803	A AFFLICTION LIVE FAST
Registration Number:	3787485	
Registration Number:	3784802	A
Registration Number:	3784795	A
Registration Number:	3784792	A
Registration Number:	3817136	A AFFLICTION LIVE FAST
Registration Number:	3787184	SINFUL
Registration Number:	3677704	AFFLICTION
Registration Number:	3772612	AFFLICTION
Registration Number:	3549997	AFFLICTION
Registration Number:	3747346	AFFLICTION
Registration Number:	3452696	
Registration Number:	3531751	AFFLICTION
Registration Number:	3857174	AFFLICTION
Registration Number:	3931261	AFFLICTION
Registration Number:	3839587	AFFLICTION BLACK PREMIUM
Registration Number:	3985931	ARCHAIC
Registration Number:	2639453	SINFUL
Serial Number:	85274058	AFFLICTION AMERICAN METAL
Serial Number:	85229616	AFFLICTION
Serial Number:	85195859	AFFLICTION STANDARD
Serial Number:	85190703	AFFLICTION AMERICAN CUSTOMS
Serial Number:	85164249	HYDRACORE
Serial Number:	85164247	AFFLICTION HYDROCORE
Serial Number:	85099517	HYDROCORE
Serial Number:	77945357	SINFUL
Serial Number:	77904563	AFFLICTION ELITE SERIES
Serial Number:	77895115	ELITE BY AFFLICTION
Serial Number:	77895104	ELITE
Serial Number:	77894548	STANDARD SERIES
Serial Number:	77894537	AFFLICTION
Serial Number:	77894481	AFFLICTION STANDARD SERIES
Serial Number:	77894460	AFFLICTION STANDARD SERIES
Serial Number:	77869210	
Serial Number:	77860309	LIVE FAST

	77552743	AFFLICTION
Serial Number:	76696544	SINFUL
Serial Number:	76979111	ARCHAIC
Serial Number:	85063892	

CORRESPONDENCE DATA

Fax Number: (949)720-0182

Phone: (949) 224-6291

Email: trademark@buchalter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Farah P. Bhatti, Esq.

Address Line 1: 18400 Von Karman Avenue, Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:

C2133-0109

NAME OF SUBMITTER:

Farah P. Bhatti, Esq.

Signature:

/Farah P. Bhatti/

Date:

09/12/2011

Total Attachments: 16

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 16th day of August, 2011 between **AFFLICTION HOLDINGS, LLC**, a California limited liability company ("Borrower"), having its chief executive office at 1799 Apollo Court, Seal Beach, California 90740 and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank"), having a place of business at 333 South Grand Avenue, Suite 4150, Los Angeles, California 90071.

WITNESSETH:

WHEREAS, Bank has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Credit and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), pursuant to which Bank may purchase accounts and may make loans and advances and provide other financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Credit Agreement, and the Other Agreements (as defined in the Credit Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Bank to enter into the Credit Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Bank certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Bank, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income,

royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Bank's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Borrower to Bank or to any affiliate of Bank. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Bank, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Borrower's account under the Credit Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Borrower as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Bank the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Bank to Borrower under the Financing Agreements:

- (a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in Bank's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Bank, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Bank to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents requested at any time by Bank to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Bank to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Bank or as otherwise determined by Bank. Borrower further authorizes Bank to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Bank five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Bank's exercise of the rights and remedies granted to Bank hereunder.

(g) Bank may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Bank to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Bank for any such payment, which payment shall be deemed an advance by Bank to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Bank set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower has given Bank thirty (30) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any

trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Bank, Borrower shall promptly execute and deliver to Bank any and all assignments, agreements, instruments, documents and such other papers as may be requested by Bank to evidence the security interests in and conditional assignment of such Trademark in favor of Bank.

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Borrower shall notify Bank immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrower shall render any assistance, as Bank shall determine is necessary or advisable, to Bank in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Bank's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Bank, including the validity, priority or perfection of the security interest granted herein or the remedies of Bank hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify Bank if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Bank, Borrower, at Borrower's sole expense, shall join with Bank in such action as Bank, in Bank's sole and absolute discretion, may deem advisable for the protection of Bank's interest in and to any or all of the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Bank harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Borrower shall promptly pay Bank for any and all expenditures made by Bank pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Bank set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Bank, whether provided under this Agreement, the Credit Agreement, the other Financing Agreements, applicable law or otherwise, Bank shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Bank may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Bank may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Bank by Borrower or any affiliate of Borrower or for such other reason as Bank may determine.

(b) Bank may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Bank shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Bank may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Bank shall have the power to buy the Collateral or any part thereof, and Bank shall also have the power to execute assurances and perform all other acts which Bank may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Bank may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Bank on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that Bank has no obligation to preserve rights to the Trademarks against any other parties.

(e) Bank may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Bank. Thereafter, Bank may apply any remaining proceeds to such of the Obligations as Bank may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Bank on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Bank set forth in the Credit Agreement.

(f) Borrower shall supply to Bank or to Bank's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Bank to take any such action at any time. All of Bank's rights and remedies, whether provided under this Agreement, the Credit Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and Bank expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Bank irrevocably waive all claims, obligations and defenses that Borrower or Bank, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Bank to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) BANK AND BORROWER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Bank shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Bank that the losses were the result of Bank's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and

“including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word “Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person’s successors and assigns.

(c) Bank shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Bank and Borrower and their respective successors and assigns.

(d) No failure or delay by Bank in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Bank’s rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Bank may have. No waiver by Bank will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm’s length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the “drafter” of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement as of the day and year first above written.

AFFLICTION HOLDINGS, LLC

By: 

Name: Robert Otto

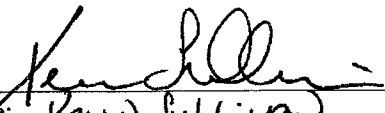
Title: Chief Financial Officer

Address: 1799 Apollo Court
Seal Beach, California 90740

Trademark Collateral Assignment
and Security Agreement
(Borrower)

TRADEMARK
REEL: 004621 FRAME: 0350

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By:  EVP
Name: Kevin Sullivan
Title: Authorized Signatory

Address: 333 South Grand Avenue, Suite 4150
Los Angeles, California 90071

Trademark Collateral Assignment
and Security Agreement
(Borrower)

TRADEMARK
REEL: 004621 FRAME: 0351

STATE OF CALIFORNIA

COUNTY OF San Los Angeles Orange

On August 16, 2011, before me, Christopher Rogers, Notary Public

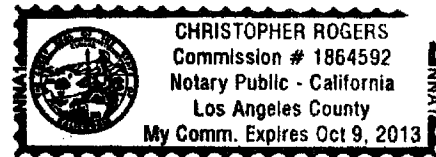
personally appeared Robert Otto

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christopher Rogers (Seal)



STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Notary Acknowledgment

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
Pending	Affliction Holdings LLC	Affliction American Metal	85-274,058	03/22/11
Pending	Affliction Holdings LLC	Affliction	85-229,616	01/30/11
Pending	Affliction Holdings LLC	Affliction Standard	85-195,859	12/11/10
Pending	Affliction Holdings LLC	Affliction American Customs	85-190,703	12/04/10
Pending	Affliction Holdings LLC	Hydracore	85-164,249	10/28/10
Pending	Affliction Holdings LLC	Affliction Hydrocore	85-164,247	10/28/10
Pending	Affliction Holdings LLC	Hydrocore	85-099,517	08/03/10
Registered	Affliction Holdings LLC	Design Only	4,013,616	08/16/11
Registered	Affliction Holdings LLC	Combat Elite	3,983,854	06/28/11
Registered	Affliction Holdings LLC	Denim Killers	3,261,176	07/10/07
Registered	Affliction Holdings LLC	Archaic	3,165,243	10/31/06
Registered	Affliction Holdings LLC	Affliction	3,109,069	06/27/06
Registered	Affliction Holdings LLC	Design Only	3,903,066	01/11/11
Registered	Affliction Holdings LLC	Affliction	3,773,491	04/06/10
Registered	Affliction Holdings LLC	Affliction	3,706,917	11/03/09
Pending	Affliction Holdings LLC	Sinful	77-945,357	02/25/10
Registered	Affliction Holdings LLC	Affliction Live Fast	3,906,589	01/18/11
Pending	Affliction Holdings LLC	Affliction Elite Series	77-904,563	01/04/10
Registered	Affliction Holdings LLC	Affliction Live Fast	3,888,936	12/14/10
Pending	Affliction Holdings LLC	Elite By Affliction	77-895,115	12/16/09
Pending	Affliction Holdings LLC	Elite	77-895,104	12/16/09
Pending	Affliction Holdings LLC	Standard Series	77-894,548	12/16/09
Pending	Affliction Holdings LLC	Affliction and Design	77-894,537	12/16/09

Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
Pending	Affliction Holdings LLC	Affliction Standard Series and Design	77-894,481	12/16/09
Pending	Affliction Holdings LLC	Affliction Standard Series and Design	77-894,460	12/16/09
Registered	Affliction Holdings LLC	Affliction and Design	3,784,810	05/04/10
Registered	Affliction Holdings LLC	Design Only	3,862,258	10/12/10
Registered	Affliction Holdings LLC	Affliction and Design	3,915,077	02/01/11
Registered	Affliction Holdings LLC	Affliction and Design	3,784,805	05/04/10
Registered	Affliction Holdings LLC	Affliction and Design	3,790,247	05/18/10
Registered	Affliction Holdings LLC	A Affliction Live Fast	3,784,803	05/04/10
Pending	Affliction Holdings LLC	Design Only	77-869,210	11/10/09
Registered	Affliction Holdings LLC	Design Only	3,787,485	05/11/10
Registered	Affliction Holdings LLC	A and Design	3,784,802	05/04/10
Registered	Affliction Holdings LLC	A and Design	3,784,795	05/04/10
Registered	Affliction Holdings LLC	A and Design	3,784,792	05/04/10
Registered	Affliction Holdings LLC	A Affliction Live Fast and Design	3,817,136	07/13/10
Pending	Affliction Holdings LLC	Live Fast	77-860,309	10/29/09
Registered	Affliction Holdings LLC	Sinful and Design	3,787,184	05/11/10
Registered	Affliction Holdings LLC	Affliction	3,677,704	09/01/09
Registered	Affliction Holdings LLC	Affliction	3,772,612	04/06/10
Pending	Affliction Holdings LLC	Affliction	77-552,743	08/21/08
Registered	Affliction Holdings LLC	Affliction	3,549,997	12/23/08
Registered	Affliction Holdings LLC	Affliction	3,747,346	02/09/10
Registered	Affliction Holdings LLC	Design Only	3,452,696	06/24/08
Registered	Affliction Holdings LLC	Affliction	3,531,751	11/11/08
Registered	Affliction Holdings LLC	Affliction	3,857,174	10/05/10
Registered	Affliction Holdings LLC	Affliction	3,931,261	03/15/11
Registered	Affliction Holdings LLC	Affliction Black Premium	3,839,587	08/31/10
Pending	Affliction Holdings LLC	Sinful	76-696,544	03/27/09
Registered	Affliction Holdings LLC	Archaic	3,985,931	06/28/11
Registered	Affliction Holdings LLC	Sinful	2,639,453	10/22/02

Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
Pending	Affliction Holdings LLC	Sinful	76-696,544	03/27/09
Pending	Affliction Holdings LLC	Archaic	76-979,111	03/23/09

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

NONE

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF California)
COUNTY OF Los Angeles) ss.:

KNOW ALL MEN BY THESE PRESENTS, that AFFLICTION HOLDINGS, LLC, a California limited liability company ("Borrower"), having an office at 1799 Apollo Court, Seal Beach, California 90740 hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Bank, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Borrower and Bank (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Bank, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Bank.

Dated: August 16, 2011

AFFLICTION HOLDINGS, LLC

By: 

Name: Robert Otto

Title: Chief Financial Officer

STATE OF CALIFORNIA

COUNTY OF

Los Angeles Orange

On

August 16, 2011

Date

CR 8/16/11

, before me,

Christopher Rogers, Notary Public

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared

Robert Otto

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Christopher Rogers

(Seal)

